

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Public Works North Annex - AE Proposal for Design and Permitting (Staff recommends approval).

**REQUESTED ACTION:** Approval

☐ Work Session (Report Only)

☒ Regular Meeting

**DATE OF MEETING:** 10/23/2012

☐ Special Meeting

**CONTRACT:** ☐ N/A

Vendor/Entity: Lunz Prebor and Fowler  
(LPF)

Effective Date: 10/23/2012

Termination Date: 10/23/2013

Managing Division / Dept:

Public Works Division/Facilities Development

**BUDGET IMPACT:** \$42,130

☐ Annual

**FUNDING SOURCE:**

COR

☒ Capital

**EXPENDITURE ACCOUNT:**

305-340-541-6232

☐ N/A

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**HISTORY/FACTS/ISSUES:**

On August 28, 2012, the Board of County Commissioners approved the continuing services contract for Architect-Engineer (AE) services, with Lunz Prebor and Fowler Architects (LPF).

The first task order issued to LPF is for the design and permitting of the Public Works Division North Annex, which will be built in the vicinity of The Villages Sumter County Service Center, just west of the Mobile Library parking area.

The programmed amount for the PWD North Annex is \$348,000, from which the AE fees will be drawn. The scope of the project includes 4 bays, 3 of which will be for covered enclosed equipment parking and the other bay area will be for restrooms, storage, and an exercise facility for any County employee. This project will also include paved parking areas for POVs and overflow surged equipment, and a materials storage area.

Design and permitting will be complete in late February 2013, followed by the preparation of and advertisement of the bid, and then award of the construction contract. The construction will be complete in late September 2013, followed by 30 days of contact close out. ZHA will provide construction management (CM) for this project, but LPF will have some responsibilities during bid preparation and construction.

Staff recommends approval.

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October 8, 2012

Mr. Scott Cottrell, Director of Public Works  
Sumter County Public Works  
319 E. Anderson Avenue  
Bushnell, Florida 33513

Re: Sumter County Public Works North Annex-Proposed Task 1  
Proposal for Professional Services  
Revision 1, 10.08.2012  
Revision 2, 10.08.2012  
Revision 3, 10.15.2012

Dear Scott:

I have listed below the scope of work covered by this proposal and the breakdown of our costs. After your review of this information please contact me if you have any questions or required clarifications. We appreciate this opportunity and look forward to working with you on this annex addition.

Our proposed schedule for this project is:

Delivery of Detailed Design Schedule:	14 Days*
Overall Design and Permitting	120 Days*
Bidding and Award of Contract	60 Days**
Construction Duration	150 Days***
Closeout after Construction	30 Days

\* Days starting at award of task.

\*\* Days starting at completion of design/permitting.

\*\*\* Days starting at award of construction contract.

**The scope of the project and related work is:**

1. Building to be 4 bays that are 20' wide x 50' long. Currently it is planned to be a metal building frame and siding. The north face (adjacent to the current service center) and part of the east and west elevations are to be matched in character and architecture to the existing County Service Center building.
2. Three of the bays are to have 14'x14' roll up doors on each end with drive thru bays. Base bid will have 14'x14' doors on one end of the bay and no drive thru capability.
3. The bay closest to the current annex will have a storage room, two handicap accessible toilets with showers and an exercise room located in it. Access to the storage room will be from both the exterior and one of the interior vehicle bays. Access to the toilet room is to be from the exterior and interior. Access doors to the storage room are to be thru double doors (pair of 3' wide) at both locations. The toilets are anticipated to take up approximately a 20'x20' portion of the 20'x50' bay with storage taking the rest of the space.
4. Eave height is to accommodate 14' high doors and is assumed to be approximately 16'.

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LIC. AA0001500



5. Storage area is to be equipped with shelving, a workbench and open storage areas. Power and data are to be brought into the room.
6. Storage area is to be provided with its own split AC/Heating system to maintain temperature and humidity control in the room. Toilet room to be served by this system and to also be served by its own independent exhaust system controlled by delayed timer switch.
7. There is to be no mechanical ventilation in the apparatus bays. Gravity roof vents will be provided as part of the metal building package as will skylights in each of the bays.
8. Plumbing potable water connection will be at the existing meter at the lift station and sewer line will be routed directly to the sanitary manhole due south of the lift station.
9. Connections will be provided for a County supplied ice maker in the apparatus bay.
10. A safety shower and eye wash will be provided in the apparatus bay.
11. Provide County required landscaping surrounding this project.
12. The floor slab will be designed for heavy loading. We intend to utilize the same slab design that we have utilized in fire station apparatus bays. This slab design will also be used for the aprons outside the doors.
13. Exterior asphalt area will tie into existing access drives on south side of the current building and will have an area for a minimum of 3 surge vehicles with trailers and will also have area available for POV parking (3 spaces). Exterior asphalt will tie into current loop drive serving parking area east of site.
14. The new paved area is to be fenced and gated. Gates will be manual and will include both a pair of gates for vehicles and a man gate for personnel.
15. Yard lighting will utilize the same type of poles and lights utilized in the Service Center parking lot.
16. A three compartment materials storage bin made from concrete block is to be provided a rear of the yard.

**Our professional services proposal covers the following services:**

1. Survey services for a site specific survey of the area for this project.
2. Soils Borings (two each) in the area of the site and (two each) in area of building.
3. Initial design meeting on site to review conditions and intended scope.
4. Continual updating of progress to Owner and CM during completion of design and documentation.
5. Civil engineering and permit applications for the storm water management.
6. Civil engineering for site layout, flat surfaces, water and sewer connections.
7. Civil engineering construction administration consisting of attendance at Pre-Construction meeting, site visits two (2) times during construction and one (1) post occupancy meeting, and final certification.
8. Structural engineering that provides foundation and slab plans.
9. Structural engineering for specifications and shop drawing review/verification.
10. Pre-engineered metal building specification.
11. Architectural documentation and specifications (as needed) for the scope elements.
12. Mechanical/Plumbing and Electrical documentation for the scope of elements. Specifications to be provided on the documents for these disciplines.
13. Preparation of all permit applications.
14. Prepare an estimate of probable construction cost.
15. Review of final design and incorporation of comments and changes from Staff and CM.
16. Review bid documents invitation to bid and provide comments to CM.
17. Work in conjunction with the CM to answer bid related questions and construction RFI's.

18. Review all submittals and shop drawings per specification requirements.
19. Attend and assist with Pre-Bid Conference.
20. Attend Pre-Construction meeting.
21. Attend monthly Construction Progress meeting on site and review the contractor pay request. Anticipate a total of six (6) meetings. Provide written report of visit and site observations.
22. Prepare a punch list by all disciplines to include in substantial completion documentation.
23. Review any proposed changes, pricing and time extension requests for accuracy, appropriateness and specification guidelines.
24. Aid CM in providing corrective action during one (1) year warranty.

**Our proposed fee for this work is:**

1. Survey**	\$ 2,365.00
2. Soils Borings**	\$ 2,555.00
3. Civil Engineering**	\$ 10,450.00
4. Permitting**	\$ 4,400.00
5. Landscape Architecture **	\$ 4,000.00
6. Structural, Architectural, Mechanical, Electrical Disciplines*	\$ 15,860.00
7. Reimbursable Allowance for Printing, Postage, Mileage Etc.	\$ 2,500.00
Total if all services are taken:	\$ 42,130.00

\* Indicates that the fee is derived taking 80% of DMS guideline fee for considerably less than average complexity.

\*\*Including 10% markup.

I have attached a copy of the DMS schedule and a copy of the proposed site locations for information purposes.

Sincerely,



Edward G. Lunz, AIA, CxA

Attachment: Department of Management Services Schedule  
Proposed Site Locations for Information Purposes  
Hamilton Engineering & Surveying, Inc., (Civil Engineering Proposal)  
Andreyev, (Geotechnical Proposal)  
MPA Landscape Architect (Landscape Proposal)

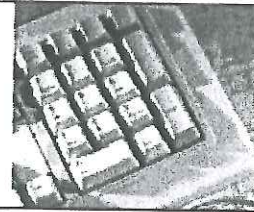
Copy: Pam Winkle, Lunz Prebor Fowler Architects



# Fee Guide Calculator

## For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:							
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 300,000	10.27%	9.34%	9.35%	8.43%	7.51%	6.61%	11.62%
CALCULATED FEE	\$30,805	\$28,023	\$28,039	\$25,287	\$22,536	\$19,826	\$34,851

**Instructions: Fill in probable construction cost at left and push enter key.**

### GROUP DEFINITIONS:

"A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals

"B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers

"C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities

"G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

### ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>-Feasibility Studies/ Analysis</li> <li>-Facility Programming</li> <li>-Master Planning</li> <li>-Soils Investigations/Reports</li> <li>-Surveys -Topographic/Boundary</li> <li style="padding-left: 20px;">Vegetation/Improvements/Utilities</li> <li>-Measured Drawings of Existing Facilities</li> <li>-Existing Facilities Analysis</li> <li>-Toxic Substance Mitigation Surveys and Consultation</li> <li>-Site Environmental Assessments</li> <li>-Site DRI, PUD, Site Plan Review and/or Zoning Modifications</li> <li>-Traffic Analysis and Traffic Signal Warrant Studies</li> <li>-Civil Engineering Design including Paving/Grading</li> <li>Utilities             <ul style="list-style-type: none"> <li>/Drainage/Stormwater Management/Environmental &amp; All Site Permitting</li> </ul> </li> <li>-Existing Site Utility Infrastructure Improvements</li> <li>-Site Lighting Design</li> <li>-Landscape Architectural &amp; Irrigation Design</li> <li>-Specialty Consultants             <ul style="list-style-type: none"> <li>Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>-LEED Consultation</li> <li>-Graphic and Signage Design</li> <li>-Special Code Reviews including ACHA</li> <li>-Detailed Cost Estimates</li> <li>-Documents Prepared For:             <ul style="list-style-type: none"> <li>-Alternate Bids Exceeding Contract Scope</li> <li>-Excessive Change Orders</li> <li>-Multiple Construction Contracts</li> <li>-Record Documents/As Buils</li> </ul> </li> <li>-Prolonged Construction Contract Administration Services</li> <li>-Structural Threshold Inspections</li> <li>-Project Representation During             <ul style="list-style-type: none"> <li>Construction Beyond Bi-Monthly Administration</li> </ul> </li> <li>-Additional Construction Contract             <ul style="list-style-type: none"> <li>Administration Services for Multiple Contracts</li> </ul> </li> <li>-Building Commissioning and Training Services</li> <li>-Post Occupancy Inspections/ Evaluations</li> <li>-Renderings/ Models</li> <li>-Substantive Changes to Scope, Size or Complexity</li> <li>-Owner Requested Changes to Approved Documents</li> <li>-Reimbursable Expenses*</li> </ul> |
|--|--|

80% = \$15,860

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DATE: 4/16/11 DRAWN BY: JAC CHECKED BY: JAC DESIGNED BY: JAC SCALE: 1"=20'-0" SHEET NO.: 11 OF 11		SUMTER COUNTY SERVICE CENTER ADDITIONAL PARKING  <b>SITE PLAN</b>		 <b>FARNER BAILEY</b> AND ASSOCIATES, INC. Certificate of Authorization Number: 1709 4802 N. 15th Road • Milwaukee, WI 53208 • (414) 644-3306		▲ ENGINEERS ▲ SURVEYORS ▲ PLANNERS		DATE: 5/3/11 BY: ELK	REVIEWING: PER CITY REVIEW COMMENTS:
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Chief Financial Officer

Lucas Carlo, PE  
Sr. Vice President

Richard C. Hinson, PSM  
Vice President

Heather E. Wertz, PE, LEED® AP  
Vice President

Aaron J. Murphy, PSM

Brad W. Kuhl, P.E.

September 17, 2012

Lunz Prebor Fowler Architects  
Attn: Edward G. Lunz, AIA  
58 Lake Morton Drive  
Lakeland, Florida 33801  
Email: [ELunz@lunz.com](mailto:ELunz@lunz.com)

**RE: Proposal for Civil Engineering and Surveying Services**

**PROJECT: Sumter County Public Works North Annex**

Dear Mr. Lunz:

Hamilton Engineering & Surveying, Inc. (Hamilton) is pleased to propose civil engineering and surveying services for Lunz Prebor Fowler Architects (Client) for the above referenced project. Services proposed are based on a RFP dated September 11, 2012 from Sumter County, preliminary research by Hamilton and are described below:

#### **BASIC SERVICES**

Survey - Prepare a topographic and tree survey in accordance with Chapter 5J-17, Florida Administrative Code. This survey will show the location of visible fixed improvements and utilities within the property area as directed by the Engineer of Record. This survey will also include the location of visible evidence of underground improvements and utilities.

**Lump Sum Fee: \$2,150**

Design Development/Construction Documents (CD) Phase - Hamilton will prepare site construction documents depicting site demolition, site geometry, pavement section design and striping, grading, drainage, erosion control, potable water design, sanitary sewer design and related details as required. An engineering cost estimate, specifications and engineering support services as required to complete the construction documents are also included. One design review meeting with the owner and/or Client as required to complete the construction documents is also included in this phase.

**Lump Sum Fee: \$3,800**

Permit Applications & Agency Responses - Hamilton will submit the site construction plans, calculations, specifications and applications in pursuit of site plan approval from Sumter County as well as a permit modification review from the Southwest Florida Water Management District (SWFWMD). Permit coordination meetings and responses to comments (RAI's) as typically required for site development review are included.

**Lump Sum Fee: \$2,500**

Construction Administration (CA) Phase - Hamilton will provide the minimum participation required by the local regulatory agencies for a professional engineer (pre-construction meeting, inspections, observation of site testing, etc.) for the construction phase. Expected site visits include one (1) for a pre-construction meeting, two (2) for general CA, one (1) at the conclusion of project, and one (1) for the Post-Occupancy Inspection and Report. Also includes response to RFI's, shop drawing review, pay application review, change order review and a final inspection (punch list) at project close out. The minimum requirements for the SWFWMD Statement of Completion are included. The contractor shall provide Hamilton certified as-built surveys, including elevations and dimensional information to meet SWFWMD minimum standards for this clearance.

**Lump Sum Fee: \$3,200**

**TOTAL LUMP SUM FEE BASIC SERVICES: \$11,650**

#### **ADDITIONAL SERVICES**

The following services and/or fees are considered Additional Services and are not included in the price quoted herein under **BASIC SERVICES**. The following services can be provided on a time and material basis, or at a specified amount to be mutually agreed upon:

- ❖ Review and filing fees
- ❖ Determination of impact fees
- ❖ Rezoning or special use permitting
- ❖ Public hearings
- ❖ Overlay District reviews
- ❖ State of Florida Division of Historical Resources reviews
- ❖ Environmental assessment studies or reports
- ❖ Setback Enhancement Plan
- ❖ Restoration Plan (for temporary wetland impacts)
- ❖ Phase I Environmental Assessment
- ❖ Geotechnical reports or soils testing
- ❖ Sub-surface utility exploration (SUE)
- ❖ Landfill remediation design or permitting
- ❖ Wetland delineations, wetland surveys, impact and mitigation permitting, etc.
- ❖ Florida Department of Transportation (FDOT) permitting
- ❖ NPDES permitting
- ❖ Traffic analysis and/or traffic studies
- ❖ Design of "soft" utilities (gas, electric, power, cable, telephone)
- ❖ Design of off-site improvements
- ❖ Sustainable design and LEED® certification processing
- ❖ Maintenance of Traffic (MOT) plans
- ❖ Large off-site drainage basin studies



- ❖ Phasing or bid alternates
- ❖ Property acquisition processes for right-of-way or otherwise
- ❖ Surveys **other than listed**
- ❖ Easement preparation
- ❖ Title search or ownership and encumbrance (O & E) reports
- ❖ Services involving threatened or endangered species
- ❖ Design of retaining walls
- ❖ Site Landscape and irrigation design
- ❖ Site electrical and/or site lighting design by an Electrical Engineer
- ❖ Dewatering plans or permitting
- ❖ Construction staking for site layout (Hamilton will gladly provide a quote for construction staking services at the completion of site permitting)
- ❖ Recurring client meetings or telephone conference calls during design or construction
- ❖ Bid process administration

### **SPECIFIC CONDITIONS**

- ❖ Observation of site testing described under "Construction Administration" above does not include observation of re-testing due to failure. Any observation of re-testing due to failure will be provided as an additional service.
- ❖ This proposal assumes that geotechnical information adequate for site design and permitting will be provided to Hamilton by others.
- ❖ It is assumed that the improvements will not trigger stormwater pond design & permitting with local agency or the SWFWMD. If pond design/permitting is required, services will be provided as a negotiated additional service.
- ❖ This proposal is made assuming utilities of adequate capacity exist on or directly adjacent to the subject site and such utilities are acceptable to serve the subject improvements. Design of off-site systems, treatment plants, lift stations, etc., if required, will be provided as a negotiated additional service.
- ❖ This proposal does not include the design of off-site roadway improvements, signalization improvements or other right-of-way improvements.
- ❖ This proposal assumes no wetlands will be involved with the design effort. Wetland delineation, wetland line surveys, impact and mitigation plans, or other engineering associated with wetlands will be provided as a negotiated additional service.
- ❖ Underground concrete stormwater vaults are not expected for this project. However, should the use of underground concrete stormwater vaults become necessary due to site constraints, the structural engineering required for the design of the vaults will be provided as a negotiated additional service.
- ❖ Should the Client require the solicitation of bids for the project or the review of initial bids, these services will be provided as a negotiated additional service.

- ❖ Submittal of the SWFWMD Statement of Completion assumes that the stormwater management system was completed significantly in accordance with the approved plans. Any deviations from the approved plans resulting in corrective action, re-inspection, re-submittal of record drawings and paperwork, etc., as required for SWFWMD approval will be provided as an additional service, based on hourly rates.
- ❖ This proposal assumes no attendance at any regularly scheduled meetings or telephone conference calls at specified time intervals for the Client, owner or contractor/construction manager updates or coordination, throughout the design and/or construction process, will be needed. Any recurring meetings that are required as a result of the project needs will be provided as an additional service.
- ❖ Changes to the project resulting in reworking of drawings or calculations or change in the scope of work initiated by the Client will be performed as an additional service, based on hourly rates.
- ❖ Hamilton cannot guarantee the successful permitting of preliminary site plans. Many design constraints are based on the subjective interpretation of the various regulatory agencies and could render the proposed site design cost prohibitive or totally infeasible.
- ❖ All other additional engineering and surveying services will be billed according to the continuing service contract fee schedule.

## STANDARD GENERAL CONDITIONS

- 1) Payment of Invoices: Invoices are due and payable upon receipt. Delinquent accounts more than 90 days from date of invoice will constitute a breach of this Agreement permitting all remaining services to be terminated solely at the option of Hamilton Engineering & Surveying, Inc. Notice of termination of service to be sent by certified mail, return receipt requested. Should it become necessary to collect unpaid invoices through lien process, an attorney or legal proceedings, the Client agrees to pay all costs of collections, including attorneys' fees in the lower court and appellate court. If the Client objects to an invoice, it must advise Hamilton in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. The Client agrees that the payment to Hamilton is not subject to any contingency or condition. Hamilton may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect on the check without such negotiation being an accord and satisfaction of any disputed debt and with prejudicing any right of Hamilton to collect additional amounts from the Client.
- 2) Termination: The obligation to provide further services under this Agreement may be terminated by either party upon five (5) calendar days' written notice in the event of a substantial failure, including but not limited to non-payment of invoices, by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If any material change occurs in the ownership of the Client, Hamilton shall have the right to immediately terminate this Agreement. In the event of any termination, Hamilton shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Hamilton as a result of such termination. If Hamilton's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by Hamilton to the total amount of service which were to have been performed.
- 3) Standard of Care: In performing its professional services, Hamilton will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Hamilton's undertaking herein or its performance of services, and it is agreed that Hamilton is not a fiduciary with respect to the Client.
- 4) Client Furnished Information: Hamilton Engineering & Surveying, Inc. will consider all up front information supplied by the Client as accurate and correct. Additional work or work done over because of inaccurate or inadequate information supplied by the Client will be paid for as Additional Services.



- 5) **Use of Documents:** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by Hamilton are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of Hamilton's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by Hamilton will be at the Client's sole risk and without liability to Hamilton, and the Client shall indemnify, defend and hold Hamilton harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle Hamilton to further compensation at rates to be agreed upon by the Client and Hamilton. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Hamilton, the hardcopy shall govern. Only printed copies of documents conveyed by the Hamilton may be relied upon. Because data stored in electronic media format can deteriorate or be modified without Hamilton's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.
- 6) **Additional Services:** If authorized by the Client, Hamilton Engineering & Surveying, Inc. will furnish Additional Services which are not considered normal or customary Basic Services. The cost for Additional Services provided by Hamilton Engineering & Surveying, Inc. personnel will be billed on a time and material basis. Additional Services provided by others will be billed directly to the Client by the Provider.
- 7) **Reimbursable Expenses:** The Client will pay Hamilton Engineering & Surveying, Inc. for the actual expenses incurred in connection with the project for commercial out-of-town travel and subsistence, shipping charges (i.e., FedEx, Express Mail, etc.), courier/delivery charges and printing/reproduction costs.
- 8) **Controlling Law:** This Agreement will be governed by the laws in the State of Florida and deemed to have been entered into in Hillsborough County, Florida. Exclusive venue and jurisdiction to determine all issues of interpretations and enforcement of this contract and any modifications thereto are in Hillsborough County, Florida and nowhere else.
- 9) **Oral Agreements:** No oral agreement, guarantee, promise, representation or warranty will be binding.
- 10) **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and Hamilton, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Hamilton and Hamilton's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional error or omissions, strict liability or breach of contract or any warranty, express or implied, of Hamilton or Hamilton's officers, directors, employees, agents and sub-consultants, shall not exceed the amount of our fee or \$20,000.00 whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall Hamilton be liable for lost profits or consequential damages, for additional cost or other consequences due to changed conditions, or for costs related to the failure of contractor to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client, and nothing in this Section 11 shall require the Client to indemnify Hamilton. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against Hamilton Engineering & Surveying, Inc. by the Client or third parties to a sum not to exceed \$20,000.00 or the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence.
- 11) **Dispute Resolution:** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 12) **Construction Phase Services:** If Hamilton's services include the preparation of documents to be used for construction and Hamilton is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Hamilton in any way connected thereto. If Hamilton provides construction phase services, Hamilton shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Hamilton have any authority or responsibility to stop or direct the work of any contractor. Hamilton's visits will be for the purpose of endeavoring to provide the Client with a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Hamilton. Hamilton neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. Hamilton is not responsible for any duties assigned to

the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and Hamilton for all claims and liability arising out of job site accidents; and that the Client and Hamilton shall be made additional insureds under the contractor's general liability insurance policy.

- 13) No Third-Party Beneficiaries; Assignment and Subcontracting: This Agreement gives no rights or benefits to anyone other than the Client and Hamilton, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Hamilton. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Hamilton, without the written consent of Hamilton. Hamilton reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If Hamilton exercises this right, Hamilton will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent sub-consultants.
- 14) Confidentiality: The Client consents to the use and dissemination by Hamilton of photographs of the project and to the use by Hamilton of facts, data and information obtained by Hamilton in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Hamilton shall use reasonable care to maintain the confidentiality of that material.
- 15) Authorization: The signature below authorizes the work herein described and does so on behalf of the Owner of the property in question and warrants that the Client has authority to sign this Agreement.

#### **BASIS FOR PAYMENT**

- ❖ Invoices for professional surveying services will be submitted upon delivery of the completed map or completion of the field work in support of the engineering services.
- ❖ Invoices for professional engineering services will be submitted monthly based on work completed to date or as directed by the Client's schedule for payments.
- ❖ All rates and fees are subject to renegotiation after a three month period from the date of this proposal, if it has not been accepted by the Client.
- ❖ In the event this agreement is terminated prior to completion of services, Hamilton will be compensated by the Client for all work accomplished to the point of termination in accordance with the fee structure stipulated herein.



## ACCEPTANCE

We appreciate the opportunity to provide civil engineering and surveying services for you. If the defined scope of work and basis for payment are acceptable, this letter will serve as an agreement between Hamilton Engineering & Surveying, Inc. and Lunz Prebor Fowler Architects, represented by Edward Lunz for the services contained herein. If the Client elects not to proceed with any of the services listed, the Client must notify Hamilton in writing. Please execute in the space provided and return to Hamilton Engineering & Surveying, Inc. We will not begin any work until a signed agreement is received. Thank you.

Sincerely,  
**Hamilton Engineering & Surveying, Inc.**



**Lucas Carlo, PE**  
**Sr. Vice President**

\_\_\_\_\_  
Edward G. Lunz, AIA

\_\_\_\_\_  
Date

## **FEE SCHEDULE**

<u>Service</u>	<u>Hourly Rate</u>
Principal (E7-E8)	\$160.00 - \$175.00
Senior Project Manager (E5-E6)	\$140.00 - \$160.00
Project Manager (E3-E4)	\$110.00 - \$140.00
Project Engineer (E1-E2)	\$100.00 - \$110.00
CADD Technician (CO1-CO2)	\$65.00 - \$75.00
Designer (D5-D6)	\$80.00 - \$90.00
Project Coordinator (T1-T2)	\$65.00 - \$75.00
Field Technician (T5-T6)	\$70.00 - \$80.00
Professional Land Surveyor/Project Manager	\$120.00
Survey CADD Technician	\$75.00
Survey Crew	\$125.00
Clerical (C1-C3)	\$45.00 - \$55.00
Environmental Scientist (ES1-ES3)	\$75.00 - \$150.00





# Andreyev Engineering, Inc.

Certificate of Authorization Number: 7634

THE VILLAGES  
561 Fieldcrest Drive  
The Villages, FL 32162  
352-751-2478  
352-751-2633 Fax

▼ Groundwater ▼ Environmental ▼ Geotechnical ▼ Construction Materials Testing

October 3, 2012  
AEI Proposal No. SEB-12-55

**TO:** Mr. Jeff Head P.E.  
Farner, Barley & Associates, Inc.  
4450 N.E. 83 Road  
Wildwood, Florida 34785

**SUBJECT:** Proposal for Geotechnical Engineering Study  
Proposed Maintenance Building  
Sumter County Service Center  
County Road 139  
Sumter County, Florida

Dear Mr. Head:

As requested, Andreyev Engineering, Inc. (AEI) is pleased to submit this proposal for performing a geotechnical engineering study for the subject project. In addition, it is agreed that AEI's services will be performed pursuant to AEI's General Conditions, which are enclosed herewith and are incorporated into this proposal.

The study is intended to provide subsurface information within the proposed building and pavement areas. The scope of services for the study will include the following:

- Drill two (2) Standard Penetration Test (SPT) borings within the proposed building area. The borings will be conducted to depths of 20 feet.
- Drill two (2) auger borings within the proposed pavement area. The borings will be conducted to depths of 6 feet.
- Visually classify samples recovered from the borings and perform laboratory tests on selected samples, as appropriate.
- Prepare a report summarizing the results of the study and provide geotechnical engineering conclusions and recommendations with regards to the proposed building and pavement areas.

If boring elevations are required, this should be completed by the project civil engineer/surveyor and AEI can coordinate with the project civil engineer/surveyor, as needed.

Sanford  
407-330-7763  
Fax 407-330-7765

Clermont  
352-241-0508  
Fax 352-241-0977

St. Petersburg  
727-527-5735  
Fax 727-527-6084

## ATTACHMENT A

### SCOPE OF SERVICES AND COST

Geotechnical Investigation  
Proposed Maintenance Building  
Sumter County Service Center  
Sumter County, Florida

#### FIELD SERVICES

Mobilization of Drill Rig, Crew and Equipment	\$ 375.00
SPT Borings (2 borings @ 20 feet)	
0 to 50 feet: 40 feet @ \$10.25/lf	\$ 410.00
50 to 100 feet: 0 feet @ \$12.00/lf	\$ 0.00
Grout Boreholes	
0 to 50 feet: 40 feet @ \$4.50/lf	\$ 180.00
50 to 100 feet: 0 feet @ \$6.00/lf	\$ 0.00
Auger Borings (12 borings @ 6 feet)	
0 to 50 feet: 12 feet @ \$9.00/lf	\$ 108.00
50 to 100 feet: 0 feet @ \$11.00/lf	\$ 0.00
Field Technician to Coordinate Drilling	
1 hour @ \$55.00/hr	\$ 55.00

#### LABORATORY SERVICES

Visual Classification and Stratification	\$ 40.00
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#### ENGINEERING AND TECHNICAL SERVICES

Senior Project Engineer, P.E.	
8 hours @ \$125.00/hr	\$ 1,000.00
Drafting Technician	
2 hours @ \$55.00/hr	\$ 110.00
Secretarial Services	
1 hour @ \$45.00/hr	<u>\$ 45.00</u>
<b>Total</b>	<b>\$ 2,323.00</b>



# MPA

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M I C H A E L P A P E & A S S O C I A T E S, P A  
LAND PLANNING • SITE DESIGN • LANDSCAPE ARCHITECTURE

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October 3, 2012

## PROPOSAL

TO: Edward G. Lunz AIA  
Lunz Prebor Fowler, Architects  
(c/o Farner Barley Associates)

FR: Michael E. Pape RLA ASLA

RE: Sumter County Service Center - Maintenance Building Addition

I appreciate the opportunity to provide services for the addition of the proposed maintenance building and parking area at this site, per the sketch provided by Jeff Head. We are, of course, very familiar with the site and the design requirements, and just like FBA, we can perform the required work to prepare our plans very efficiently, having done so for the original project.

I understand that FBA will prepare the final site plan and that their AutoCAD files, as well as your floorplan and elevations, will be provided to MPA as base data for our work. While this is a fairly simple addition to the existing site, I have covered via this proposal everything required, including design, preparation of CDs, and minimal CA time to certify the work under our purview. As requested by FBA, I have included site lighting layout design, which we have performed for the rest of the site (this task is explained in more detail below).

## DESIGN SERVICES

1. Prepare the site lighting layout to conform with the original project areas, to be consistent with the existing lighting, and based on providing safe lighting levels per the recommended standards of the Illuminating Engineering Society of North America. Photometrics will be prepared as part of this task. (I understand that electrical engineering for the site lighting locations we identify will be provided by your MEP consultant).

2351 S.E. 17<sup>TH</sup> STREET  
OCALA, FLORIDA 34471

(352) 351-3500  
FAX: (352) 351-5894  
E-MAIL: [mpa@atlantic.net](mailto:mpa@atlantic.net)

This proposal is based on all services being provided in one phase of planning, design, permitting, and construction. Naturally, any work not included in this scope – including additional tasks, changes to final plans and related field services required by the County, or by as-built conditions which vary from the plans – would be considered additional and would be billed separately on the same time-and-expense basis, but only subject to prior authorization and simply to cover the effort involved.

We will consider this proposal accepted and proceed with work, upon your notification. We are prepared to meet all scheduling requirements for this project, as established by the County.

Please let me know if you have any questions regarding this proposal or the included tasks... and thank you... I look forward to working with you, FBA, and the County!

**ACCEPTED:**

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Signature

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Date

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Name typed or printed

Attachments: Schedule of Terms